

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

JAMES FUTRELL and CHRIS ROGERS, *each individually and on behalf of all others similarly situated,*

Civil No. 22-969 (JRT/TNL)

Plaintiffs,

v.

**ORDER APPROVING SETTLEMENT
AGREEMENT**

CARGILL, INCORPORATED,

Defendant.

Matthew Scott Parmet, **PARMET PC**, 2 Greenway Plaza, Ste. 250, Houston, TX 77046, for plaintiffs.

Samantha Rollins Murphy, Terran Chambers, **FAEGRE DRINKER BIDDLE & REATH LLP**, 2200 Wells Fargo Center, 90 S. Seventh Street, Minneapolis, MN 55402, for defendant.

Plaintiffs file an Unopposed Motion to Approve Settlement Agreement. The Court has reviewed the motion and the exhibits, and the motion is **GRANTED**. It is hereby **ORDERED** as follows:¹

The following persons shall be provided notice of this case and the settlement, pursuant to the FLSA, 29 U.S.C. 216(b), as provided in the Settlement Agreement:

All non-exempt employees, regardless of exact job, position held, or title, employed by Cargill or any direct or indirect subsidiary of Cargill in the United States during the Release Period (from December 6, 2021, through and including January 23, 2022), who were employed in a job position that used (or would have used but for the Kronos Outage), Kronos Private Cloud

¹ All capitalized terms not otherwise defined in this Order shall have the same meaning as defined in the Settlement Agreement.

to track their hours worked, who worked more than forty hours in one or more workweeks during the Release Period, and who were underpaid for such hours worked in one or more workweeks during the Release Period.

The Settlement Agreement is **APPROVED**, including the distribution to Plaintiffs and Putative FLSA Collective Members, service award to the Named Plaintiffs, and Plaintiffs' attorneys' fees and expenses, as set forth in the Settlement Agreement.

The proposed Notice form attached to the Settlement Release, is authorized to be sent to the putative collective members as set forth in the Settlement Agreement.

This case and all claims asserted in this case by Plaintiffs and all Plaintiffs opting-into the settlement, are **DISMISSED WITH PREJUDICE**, with each party to bear its own costs and fees, except as set forth in the Settlement Agreement.

Dated: December 6, 2023
at Minneapolis, Minnesota.

s/John R. Tunheim
JOHN R. TUNHEIM
United States District Judge